

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 5/31/16
CONTRACT #: 8002031
CONTRACT FOR: Janitorial Cleaning Services
NIGP CODE: 910-0000
CONTRACTOR: Jay McKenna Cleaning VENDOR CODE #: 167567

SUBMITTED FOR ACCEPTANCE BY:


LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 5/31/16

RECOMMENDED FOR ACCEPTANCE BY:


ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 5/31/16

ENDORSED FOR ACCEPTANCE BY:


LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5-31-16

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/1/16

NOTE: This contract is in result of NH Bid 1871-16 for Janitorial Services. If approved, this contract will be in effect upon approval through 09/30/19. I have verified the Excluded Parties list.


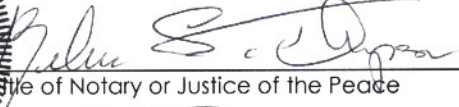
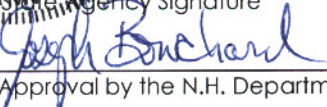
Subject: **Janitorial Services – Manchester**

Notice: This agreement and all of its attachments shall become public upon approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Jay McKenna Cleaning		1.4 Contractor Address 10 Surrey Lane Merrimack, NH 03054	
1.5 Contractor Phone Number 603-345-5187	1.6 Account Number	1.7 Completion Date 09/30/2019	1.8 Price Limitation \$138,500
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JAY MCKENNA	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillborough</u> On <u>May 19, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or <u>son of the person</u> proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rebecca E. Trapson, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Joseph Bouchard, Assistant Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

PURPOSE

Jay McKenna Cleaning, (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Services in accordance with the bid submission in response to State Bid # 1871-16 and described herein.

TERM

This contract shall commence on the date approved by the Commissioner of Administrative Services, and terminates on September 30, 2019. The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

DAMAGE

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its expense.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 (as modified in Exhibit C) and cannot be cancelled or modified until the State receives a 10 day prior written notice.

SCOPE OF WORK

Maintenance Schedule and Specifications

MANCHESTER CIRCUIT COURTHOUSE

35 Amherst Street, Manchester, NH 03101

Tammy Nelson: Tammy.Nelson@nh.gov P: 603-271-7977

Nightly Maintenance / 5 Days: Monday through Friday

Nightly Maintenance	
Clean Mats	All entrances
Damp Mopping (with cleaner/disinfecting solution)	All floors in winter or during inclement weather; not to exceed every other day in good weather
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory / Kitchen Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Receptacle Emptying - Internal & External	All floors, clean and replace liner
Spot Clean Carpeting	All floors
Spot Clean Floors	All floors
Spot Clean Furniture, Cubicle Panels & Chairs	All floors
Spot Clean Kitchens / Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans / sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors
Vacuum Carpets	High traffic areas – Foyers, clerks' office, courtrooms, All other floors daily as needed (or a minimum of once per week)
Sweeping	All floors
Stairwell(s)	All, shall be cleaned, vacuumed and/or swept, wet mopped, etc.
As Required	
Machine Scrubbing/Floor Recoating	All floors, including lavatories
Metal Polishing	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
Courtroom Pews	Wipe down, clean to remove grease residues, oils and grimes; polish
Every Other Night Maintenance	
Low Dust	All ledges (includes fireplace mantels, furniture, pictures and window sills) NO STAFF DESKS
Weekly Maintenance	
High Dust	All Floors
Vacuum Upholstered Chairs	All Floors
Detail Clean	All Floors, edges, corners and thresholds
All Restrooms	Scrub, clean, disinfect grout, all partitions,

	counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
Quarterly Maintenance	
Clean Ceiling Diffusers	All Floors

I. Building Specifications:

The Contractor shall be responsible for the provision of janitorial services for the Manchester Circuit Court, which consists of:

Square Footage: approximately 50,688

Stairwells: 4

Employees: 50 +/-

Flooring: 75% Rug / Carpet; 25% tile / linoleum

Bathrooms: 25 total; 12 public restrooms, 13 staff restrooms (includes the holding cell area restroom)

On average, 400 people from the general public enter/use the building on a daily basis.

II. Additional Requirements:

The provisions below are additional requirements to be performed by the Contractor:

- A Criminal Records Release Authorization Form (State of NH, Department of Safety, Division of State Police) shall be required for each employee prior to working in the building. Record Release Forms shall be provided to and kept on file with the Bureau of Court Facilities.
- Contractor is welcome to park in the State's parking lot, adjacent to the building. The lot shall be secured nightly via a cable link and locked upon completion.
- Contractor shall activate/deactivate the building's alarm system. The alarm shall be activated nightly upon completion.
- Contractor shall ensure all lights are turned off nightly upon completion
- Contractor shall ensure the dumpster is locked nightly upon completion
- Contractor shall empty external (employee entrance) cigarette receptacle nightly (stainless steel mounted to building); clean/wipe down at least once per week
- Contractor shall empty external free standing cigarette receptacle and garbage barrel daily and bring in at night (place in front foyer)
- Contractor shall collect and remove trash; place in outside dumpster
- Contractor shall collect recycling (blue tubs) and bag separately; place in outside dumpster
- State shall supply all consumables (trash can liners and paper products (paper towels, toilet paper, etc.))

III. Nightly Maintenance for Holding Cell Area:

The courthouse includes a sizeable cellblock area which provides for conference areas (3), holding cells (6), and a control room for security staff. There are toilets in each cell and one restroom adjacent to the control room. Cellblock area must be kept sanitized using cleaning products and techniques to ensure a healthy environment free of unwanted substances, pollutants, bacteria and odors. The following describes the nightly maintenance requirements:

- Dry mop floors and wash with a disinfectant
- Clean and disinfect holding cells
 - Wipe down all benches with a disinfectant
 - Clean, scrub, disinfect toilet bowls
- Spot clean walls, doors, light switches
- Wipe down counter surfaces in conference areas and cell block control room
- Clean control room glass
- Remove trash
- Scrub, clean, disinfect the control room restroom, sink, walls/floors

The above provisions are not intended to replace the requirements provided in the Maintenance Frequency Schedule; those provisions shall remain in full force and effect. The above provisions are being provided to ensure the area is cleaned adequately.

IV. Exceptions to the Nightly Maintenance Frequency Schedule:

The areas below are infrequently utilized and therefore may not require the nightly maintenance as outlined in the schedule.

The Contractor shall monitor the areas on a nightly basis and maintain/clean as necessary with a "minimum" frequency maintenance schedule as stated below.

Floor Two

- Offices (3) / (as needed / minimum of 1x per week)
- Room 211 (as needed / minimum of 1x per week)
- Room 212 (as needed / minimum of 1x per week)

Floor Three

- Lounge w/sink (counter tops, sink, tables, floors) (as needed / minimum of 1x per week)
- Law Library (only as needed / minimum of 1x per month)
- Room 314 w/ (1) restroom (as needed / minimum of 1x per week)
- Room 316A & 316B w/ (3) restrooms (as needed / minimum of 1x per week)

V. Exclusions:

The following areas are not included as part of the square footage. Such areas shall be the responsibility of the State:

- Bid EXCLUDES basement area
- Bid EXCLUDES the garages

- Contractor not responsible for cleaning storage and/or mechanical/electrical equipment rooms

Recommendation Statement:

The Manchester Circuit Court is a large, high profile courthouse in the State of NH. On average, 400 people from the general public enter/use the building daily. The courthouse also provides a staff area for approximately 50 employees. Care for this building consists of maintaining **over 50,000 square feet** of office and public space, a holding cell area, along with 25 restrooms, spanning three levels with four stairwells. Historically, the State employed a staff of five part-time cleaners to care for the building providing between 80 – 100 hours of cleaning per week. Based on this information, the State recommends the awarded Contractor be prepared to staff accordingly. Further, the expectation is that the staff shall be trained in appropriate custodial best practices and supervised by a competent management team member. The State shall conduct quality control inspections on a weekly basis, identifying deficiencies and requiring immediate corrective actions. Inadequate or insufficient cleaning of the courthouse will be grounds for default in accordance with Section 8 of the P-37 Agreement.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Janitorial services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$138,500; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as September 30, 2019.

DAILY RATE \$

FY16	\$	<u>145.00</u>
FY17	\$	<u>145.00</u>
FY18	\$	<u>145.00</u>
FY19	\$	<u>145.00</u>

Emergency Cleaning Rate/HR All FY \$ 16.00

INVOICE

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the work done along with the location of work, to the individual agency.


Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the state satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

EXHIBIT C

SPECIAL PROVISIONS

No special Provisions


5/10/16

CERTIFICATE OF VOTE

I, JOSEPH MCKENNA, the Corporate Secretary of JAY MCKENNA CLEANING,

do hereby certify that JOSEPH MCKENNA, holds the position of
(Typed Name of Officer/Agent Signing Amendment)

OWNER / PRESIDENT, in this corporation. I further certify that

the following resolutions were duly adopted at a meeting of the Board of Directors of this Corporation

duly held on the 19 day of MAY 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Adjutant General's Department, for the provision of

RESOLVED: That the _____ (Position of the Signing Officer) is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of 19 MAY, 2016, and that JOSEPH MCKENNA

and JAY MCKENNA CLEANING are duly elected President and Secretary of this Corporation.
(JOSEPH MCKENNA)

ATTEST:

[Signature]
Corporate Secretary

State of New Hampshire

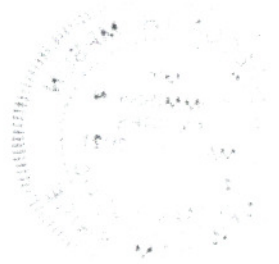
County of Hillsborough

The foregoing instrument was acknowledged before me this 19 day of May 2016.



NAME: Rebecca E. Thompson

TITLE: Notary Public/ Justice of the Peace
Commission Expires: 3/9/21





CERTIFICATE OF LIABILITY INSURANCE

JAYMCKE-02

JPOLIQUIN

DATE (MM/DD/YYYY)

5/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS:	
INSURED Jay McKenna Cleaning Service LLC 10 Surrey Lane Merrimack, NH 03054	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MMG Insurance Company	15997
	INSURER B: AmTrust North America, Inc.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SC12120971	09/16/2015	09/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			KU12120971	09/16/2015	09/16/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A		WWC3162049	10/03/2015	10/03/2016	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liability limits apply at inception of policy.

Joseph McKenna excluded member under Worker's Compensation.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Bureau of Purchase & Property
25 Capitol St, Room 102
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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